

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

| | | |
|----------------------------------|---|---------------------|
| In Re Applications of |) | MM Docket No. 93-75 |
| |) | |
| TRINITY BROADCASTING OF FLORIDA, |) | |
| INC. |) | BRCT-911001LY |
| |) | |
| For Renewal of License for |) | |
| Television Station WHFT(TV) |) | |
| Miami, Florida |) | |
| |) | |
| GLENDALE BROADCASTING COMPANY |) | BPCT-911227KE |
| |) | |
| For Construction Permit |) | |
| Miami, Florida |) | |

**VOLUME IV-A
HEARING EXHIBITS**

**TRINITY BROADCASTING OF FLORIDA, INC.
TRINITY BROADCASTING NETWORK
NATIONAL MINORITY TELEVISION, INC.**

TBF EXHIBITS 271-290

TRINITY BROADCASTING OF FLORIDA,
INC.

TRINITY BROADCASTING NETWORK,

NATIONAL MINORITY TELEVISION,
INC.

Mullin, Rhyne, Emmons and Topel,
P.C.
1000 Connecticut Avenue--Suite 500
Washington, D.C. 20036
(202) 659-4700

INDEX OF HEARING EXHIBITS

Volume IV-A

TBF Exhibit 271 Letter of Dennis Grolman Dated
October 3, 1991

TBF Exhibit 272 Letter of Dennis Grolman Dated
October 10, 1991

TBF Exhibit 273 Handwritten List of Expenses
Dated October 17, 1991

TBF Exhibit 274 Letter of David Tillotson
Dated November 11, 1991

TBF Exhibit 275 Letter of David Tillotson
Dated December 12, 1991

TBF Exhibit 276 Letter of Lewis I. Cohen
Dated December 31, 1991

TBF Exhibit 277 Invoice of R.L. Hoover Dated
March 31, 1989

TBF Exhibit 278 Check Draw on the Account of
Raystay Co. Dated May 9, 1989

TBF Exhibit 279 Aid To Understanding Anticipated
Testimony of Mr. Berfield at
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TBF Exhibit 280 Legal Invoice of Cohen & Berfield,
P.C. Dated March 13, 1989

TBF Exhibit 281 Legal Invoice of Cohen & Berfield,
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TBF Exhibit 282 Legal Invoice of Cohen & Berfield,
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TBF Exhibit 283 Check Drawn on the Account of Adwave
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TBF Exhibit 284 Legal Invoice of Cohen & Berfield,
P.C. Dated June 4, 1990

TBF Exhibit 285 Legal Invoice of Cohen & Berfield,
P.C. Dated August 7, 1990

TBF Exhibit 286 Legal Invoice of Cohen & Berfield,
P.C. Dated November 9, 1990

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P.C. Dated May 6, 1991

TBF Exhibit 288 Legal Invoice of Cohen & Berfield,
P.C. Dated June 5, 1991

TBF Exhibit 289 Legal Invoice of Cohen & Berfield,
P.C. Dated November 5, 1991

TBF Exhibit 290 FCC Consent to Assignment
Dated March 2, 1992

| Federal Communications Commission | |
|-----------------------------------|----------------------------|
| Docket No. | <u>93-75</u> |
| Exhibit No. | <u>271</u> |
| Presented by | <u>TRINITY</u> |
| Disposition | Identified <u>✓ 5/3/94</u> |
| | Received <u>✓ 5/4/94</u> |
| | Rejected _____ |
| Reporter | <u>M. K. FLEISHMAN</u> |
| Date | <u>5/3/94</u> |

DENNIS GROLMAN.
1902 WOODWARD RD.
YORK PA.
17403.

TO: LEE SANDIFER.
FROM: DENNIS GROLMAN.
DATE: 10/3/91.

NUMBER OF PAGES INCLUDING COVER (2)

8-11 THU 20:45

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JENNIS GROLMAN
1902 WOODLAWN RD
YORK PA.
17403.
TEL: 717 8466527
FAX: 717 8482014

THE WAYMAKER COMPANY
CARLISLE PA.

RE: RED LION SITE W56CJ

DEAR LEE,

FOR THE PAST WEEK I HAVE BEEN TRYING
TO GET IN TOUCH WITH YOU REGARDING THE PURCHASE
OF YOUR RED LION. CP.

AT OUR LAST MEETING, IN YORK 9/23/91,
WE DISCUSSED A NUMBER OF ALTERNATIVES, REGARDING
PRICE AND YOU ASSURED ME THAT I WOULD HEAR
FROM YOU. TOWARDS THE END OF THE WEEK.

TO DATE, IT HAS BEEN TWO WEEKS; STILL NO.

REPLY,

IF YOUR COMPANY IS STILL INTERESTED IN
TRANSFERRING THE LICENSE TO ME, PLEASE CONTACT
ME BY PHONE OR FAX (SEE ABOVE) WITHIN THE NEXT
FEW DAYS, AS I WILL BE OUT OF THE COUNTRY FROM
OCT 12 THRU OCT 27, AND WOULD LIKE TO GET THINGS
UP BEFORE I LEAVE.

THANK YOU.

JENNIS GROLMAN

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Federal Communications Commission

Docket No. 93-75 Exhibit No. 272

Presented by TRINITY

| | | | |
|-------------|---|------------|-------------------|
| Disposition | { | Identified | <u>✓5/3/94</u> |
| | | Received | <u>✓5/4/94</u> |
| | | Rejected | <u> </u> |

Reporter M.K. FLEISHMAN

Date 5/3/94

OCT 10 1991 20:25 DENNIS GROLMAN

P.01

DENNIS GROLMAN
FAX TRANSMISSION

TO: WAYMAKER COMPANY
C/O LEE SANDLER
DATE 10-10-91

NUMBER OF PAGES: 3 INCLUDING THE
FACE SHEET:
LETTER TO FOLLOW.

OCT-10-91 THU 21:20

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①

DENNIS GROLMAN
1902 WOODLAND RD.
YORK PA. 17403.
10/10/91.
TEL. 717-8466527
FAX: 717-8482014.

THE WAYMAKER COMP.
LEE SANDIFER.
CARLISLE PA.

RE: ASSIGNMENT/PURCHASE OF.
C.P. W56CJ.

DEAR LEE

AFTER OUR TELEPHONE CONVERSATION TODAY I CONFERRED WITH MY ATTORNEY IN WASHINGTON PETER TANNENWALD. [TEL: 202-857-6024], WHO AGREED, I SHOULD WRITE A LETTER OF COMMITMENT TO YOUR COMPANY WITH THE FOLLOWING PROVISIONS:

I WILL FAX A COPY OF THIS LETTER TO YOU THIS EVENING, THEREFORE WITHIN 14 DAYS WE SHOULD BE ABLE TO CONSUMMATE THIS DEAL.

THE ASKING PRICE BEING \$10,000 IS AGREEABLE, THIS IS THE TOTAL PRICE WHICH INCLUDES:

1] YOUR ORIGINAL COST OF THE CP PLUS ALL COSTS OCCURRING THEREAFTER.

2] THIS AMOUNT SHOULD BE ACCEPTABLE TO THE FCC FOR THIS DEAL, AT ABOVE PRICE TO HAPPEN.

3] YOU WILL HAVE TO SUBSTANTIATE THIS AMOUNT TO THE FCC.

I WILL BE RESPONSIBLE FOR THE FOLLOWING COSTS;

a] CONTRACT- ATTORNEY + LEGAL FEES

90071

[B] THE LEGAL FEES AND PAPER WORK
NECESSARY FOR TRANSFER.

[C] I WILL NOT BE RESPONSIBLE FOR THE
FEES (LEGAL) AND PAPER WORK REGARDING YOUR
SUBSTANTIATION FOR THE VALUE OF THE CP.

WAYMAKER WILL HAVE TO SIGN OVER AND
INDICATE, THAT THE CP IS TO BE CONIGNED TO
ME AS SOON AS POSSIBLE.

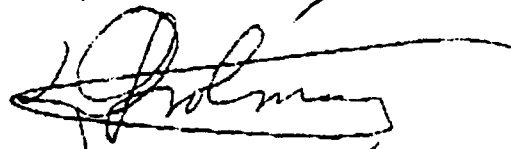
OUR PROBLEM AT THIS TIME, IS THAT MY
APPLICATION FOR TRANSFER IS AT PRESENT WITH
THE FCC AND SHOULD BE IN THE PROCESSING
MILL AT PRESENT, SO TIME IS OF THE UTMOST
IMPORTANCE.

PLEASE CONFER WITH YOUR GROUP AND
LET ME KNOW BY FAX, IN THE NEXT TWO
WEEKS, WHETHER YOU ARE IN AGREEMENT WITH
THE ABOVE TERMS AND WHETHER THE DEAL
IS POSITIVE.

ON MY RETURN TO THE USA ON OCT 27
I WOULD APPRECIATE A FAX RETURN LETTER
AWAITING ME.

THANK YOU.

SINCERELY


LEWIN GRITMAN

| <u>Federal Communications Commission</u> | |
|--|--------------------------------------|
| Docket No. | <u>93-75</u> Exhibit No. <u>273</u> |
| Presented by | <u>TRINITY</u> |
| Disposition | Identified <u>✓ 5/3/94</u> |
| | Received <u>✓ 5/4/94</u> |
| | Rejected <u> </u> |
| Reporter | <u>M.K. FLEISHMAN</u> |
| Date | <u>5/3/94</u> |

— court
10-17-91

Filing Fee each LPTV \$ 375.

Cost of Filing 5 LPTV license applications - Red Lion, Lancaster, Lebanon.

Filing Fee 5 x \$ 375 \$ 1875

Bob Hoover \$ 7275

Telso \$ 1092

Cohen + Berfield \$ 5220

Total \$ 15,464.00

| | |
|--|----------------------------|
| <u>Federal Communications Commission</u> | |
| Docket No. <u>93-75</u> | Exhibit No. <u>274</u> |
| Presented by <u>TRINITY</u> | |
| Disposition | Identified <u>✓ 5/3/94</u> |
| | Received _____ |
| | Rejected _____ |
| Reporter <u>M.K. FLEISHMAN</u> | |
| Date <u>5/3/94</u> | |

Arent Fox Kintner Plotkin & Kahn

David Tillotson
202/857-6027

November 11, 1991

Mr. Lee Sandifer
Raystay Company
P. O. Box 38
Carlisle, PA 17013

Re: LPTV Station W23AY

Dear Mr. Sandifer:

On behalf of our client, Dennis Grolman, I am enclosing a draft agreement providing for the assignment to Mr. Grolman, subject to FCC approval, of Raystay's construction permit for low power television station W23AY, York, Pennsylvania.

Mr. Grolman has reviewed the enclosed agreement and is prepared to move forward immediately with the transaction therein described if the terms are acceptable to Raystay. Please have Raystay's counsel call me with any questions or comments regarding the agreement. If Raystay is not represented by counsel in this matter, you should call either Mr. Grolman or me to let us know whether the agreement, as drafted, is acceptable and, if not, in what respects you feel that it should be modified.

Sincerely,



David Tillotson

1050 Connecticut Avenue, NW
Washington, DC 20036-5339

cc: Dennis Grolman (w/encl.)

Telephone: 202/857-6000
Cable: ARFOX
Telex: WU 892672
ITT 440266
Facsimile: 202/857-6395

7475 Wisconsin Avenue
Bethesda, Maryland 20814-3413

8000 Towers Crescent Drive
Vienna, Virginia 22182-2733

90079

(1)

ec
m

December
November

WHEREAS, Seller holds a construction permit (BPTTL-890309NX, as modified by BMPTTL-910503GZ) ("CP") issued by the Federal Communications Commission ("FCC") for low power television station W23AY, York, Pennsylvania ("W23AY" or the "Station").

WHEREAS, Buyer desires and agrees to acquire the CP for the Station, and Seller desires and agrees to assign the CP to Buyer on the terms herein.

WHEREAS, the prior written consent of the FCC must be requested, and obtained, before the CP may be assigned to Buyer.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Seller agrees to assign and transfer the CP to Buyer, subject to the FCC granting its consent to such assignment, in consideration of Buyer paying Seller the cash sum of Ten Thousand (\$10,000.00) ~~XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~ as reimbursement of Seller's legitimate and prudent expenses incurred in acquiring the CP (the "Purchase Price").

2. The parties acknowledge that the CP cannot be assigned from Seller to Buyer without the prior consent of the FCC. Buyer and Seller agree to join and cooperate in preparing an application to the FCC for consent to such assignment. Each party will be responsible for preparing its own section of the application at its own expense. The application will be submitted to the FCC within ten (10) days after the date of this Agreement.

3. Both parties shall prosecute the assignment application in good faith, including promptly providing any additional information which the FCC requests or requires; and neither party shall knowingly take any action or fail to take any action that would jeopardize FCC approval of the assignment except pursuant to its right of termination under this Agreement. This Paragraph shall not be construed as requiring either party to take any action, or incur any expense, to respond to any challenge to the assignment application which may be filed by any private party; provided, however, that if Buyer elects to respond to any such challenge, Seller will fully cooperate with Buyer in making such response at Buyer's sole expense.

4. If the FCC designates the assignment or any other application pertaining to the Station for hearing at any time for any reason, or if the FCC has not granted the assignment application within one (1) year after it is filed, or if the grant of the application has not become final in the sense that it is no longer subject to administrative or judicial review within eighteen (18) months after it is filed, then either party may dismiss the application without liability to the other. Effective upon such dismissal, the obligations to acquire and assign the CP shall cease. In addition, if Seller's CP for the Station lapses or becomes void at anytime for any reason prior to the Closing, Buyer shall have the right to terminate this Agreement, but without prejudice to any right it may have against Seller if the loss of the CP is due to Seller's breach of this Agreement.

5. Seller warrants to Buyer that the CP is valid and in full force and effect as of the date of this Agreement and will be valid and in full force and effect on the Closing Date, that the CP currently expires on April 23, 1993, and that the document attached hereto as Exhibit 1 is a true and correct copy of the CP.

6. Buyer warrants to Seller that he knows of no reason why the FCC will not find him qualified to hold a construction permit or license for a low power television station.

7. Closing on the assignment shall be held within ten (10) days after an FCC action granting the assignment application has become final in the sense referred to in Paragraph 5 hereof, or at such earlier date following FCC action granting the assignment application that the parties might mutually agree upon. Closing shall be held at a time and place mutually agreeable to the parties, and in the absence of agreement, at the offices of Arent, Fox, Kintner, Plotkin & Kahn at 10:00 a.m. on the fifth (5th) business day after an FCC action granting the assignment application has become final.

8. At the Closing:

a. Seller shall assign and convey to Buyer, and shall execute any documents required to do so: the FCC CP for the Station, any other governmental authorizations associated with the Station, any and all rights it has to the call sign W23AY.

b. Buyer shall pay Seller the Purchase Price by certified or cashier's check or wire transfer.

9. In the event either party breaches its obligations hereunder and, as a result of such breach, the transaction

provided for herein is not consummated, if the other party is not also in material breach of its obligations hereunder, the breaching party shall pay the other party the sum of \$1,000 as liquidated damages to compensate the other party for any loss or damages that it might have suffered as a consequence of the breach. The parties acknowledge the unique value of W23AY and agree that, consequently, as an alternative to recovering liquidated damages from Seller in the event of a breach of this Agreement by Seller, Buyer shall have the right to seek an order of specific performance from a court of competent jurisdiction to compel Seller's performance under this Agreement.

10. In the event of a lawsuit by either party to enforce its rights against the other under this Agreement, the prevailing party shall be entitled to payment of its reasonable attorneys' fees by the losing party.

11. Compliance by Seller with Paragraph 8(a) above shall be a condition precedent to Buyer's obligation to proceed at the Closing. Compliance with Paragraph 8(b) above shall be a condition precedent to Seller's obligation to proceed at the Closing.

12. Prior to the Closing, control of the Station shall be the sole right and responsibility of Seller. After the Closing, control and operation of the Station shall be the sole right and responsibility of the Buyer.

13. Any notices under this Agreement shall be effective if given by first class or more rapid class of United States mail, postage prepaid, and evidenced by a postal delivery receipt (certified mail or otherwise), addressed as follows:

If to Seller: Raystay ~~Company~~
P. O. Box 38
Carlisle, PA 17013

Attn: Lee Sandifer

With copy to: _____

If to Buyer: Dennis Grolman
1902 Woodland Road
York, PA 17403

With Copy to: Peter Tannenwald, Esq.
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N. W.

Washington, DC 20036-5339

or to such other address as either party may specify from time to time. Notice shall be effective three (3) days after mailing.

14. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior written or oral agreements or understandings, and may be amended only in writing executed by the party against which enforcement is sought.

15. This Agreement may be executed in one or more counterparts, each of which shall constitute an original with full force and effect and all of which shall constitute one and the same Agreement.

16. This Agreement shall be construed to be consistent with the Rules, Regulations, policies, and orders of the FCC. Except where governed by federal law, this Agreement shall be construed in accordance with the laws of the State of Pennsylvania applicable to transactions conducted entirely within that state.

17. The individual executing this Agreement on behalf of Seller warrants that he (she) is duly authorized to represent and to bind Seller and that Seller has taken all necessary corporate action required to make this Agreement legally binding on it. Buyer warrants that he knows of no reason why, upon executing this Agreement, he is not legally bound by it.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date hereinabove first written.

RAYSTAY COMPANY

DENNIS GROLMAN

By: _____
President

| <u>Federal Communications Commission</u> | |
|--|--------------------------|
| Docket No. | <u>93-75</u> |
| Exhibit No. | <u>075</u> |
| Presented by | <u>TRINITY</u> |
| Disposition | Identified <u>5/3/94</u> |
| | Received <u>5/4/94</u> |
| | Rejected _____ |
| Reporter | <u>M.K. FLEISHMAN</u> |
| Date | <u>5/3/94</u> |

Arent Fox Kintner Plotkin & Kahn

David Tillotson
202/857-6027

December 12, 1991

Dennis Grolman
1902 Woodland Road
York, PA 17403

Dear Dennis:

Enclosed are the following:

1. A revised Agreement providing for the sale and assignment of the construction permit for Raystay's York, Pennsylvania low power television station.
2. A mostly completed Application on FCC Form 345 requesting the FCC's consent to the assignment of the construction permit to your new corporation.

The revised Agreement reflects the change requested by Raystay that it be given the right to terminate the deal if the FCC does not authorize you to pay Raystay \$10,000 for the permit and it also substitutes the new corporation that we are forming for you, Grosat Broadcasting, for yourself as an individual as the Buyer. I have also filled-in the expiration date of the construction permit that I obtained from the FCC. The FCC extended the permit for a full 18 months based on the fact that the modifications that were approved were "major" changes.

Two copies of the revised Agreement are enclosed. One is marked to show all changes from the previous version and the other is for use as a signature copy. By copy of this letter, I am sending a marked and unmarked copy to David Gardner at Raystay. If the Agreement is acceptable to Raystay, Mr. Gardner should attach a copy of the new construction permit to the Agreement, and send a signed copy of the Agreement directly to me so that we can get this deal moving along.

I have completed most of Raystay's portion of the Assignment application and all of your portion except for the programming statement which I want to discuss with Peter since he has prepared several. You should review the responses that I have supplied to each of the questions under the Assignee's portion of the application with care and call me if any of the answers need to be changed, or if you have a questions about how to answer any question.

1050 Connecticut Avenue, NW
Washington, DC 20036-5339

Telephone: 202/857-6000
Cable: ARFOX
Telex: WU 892672
ITT 440266
Facsimile: 202/857-6395

7475 Wisconsin Avenue

Arent Fox Kintner Plotkin & Kahn

Dennis Grolman
December 12, 1991
Page 2

Raystay should, of course, carefully review the responses that I have supplied for its portion of the application. Raystay will need to supply as Exhibit B to the application the information called for by Question 7 of the Form 345.

Additionally, Raystay will need to supply an exhibit not specifically called for by any question on the form establishing that its expenses in connection with the preparation, filing and prosecution of its application for the construction permit have exceeded the \$10,000 that it is to be paid for the assignment.

After each party has reviewed and completed its portion of the application, each party should sign and date the certification at the end of its section and the executed sections should be forwarded to me. You will also need to send me a \$75 check payable to the FCC to cover the filing fee for the assignment application.

Sincerely,

David Tillotson

cc: David Gardner
Raystay Co.
P. O. Box 38
Carlisle, PA 17013

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②

AGREEMENT

This Agreement is entered into this ____ day of November, 1991, by and between RAYSTAY CO., a corporation with its principal offices in Carlisle, Pennsylvania ("Seller"), and GROSAT BROADCASTING, INC., a corporation with its principal offices in York, Pennsylvania ("Buyer").

WHEREAS, Seller holds a construction permit (BPTTL-890309NX, as modified by BMPTTL-910503GZ) ("CP") issued by the Federal Communications Commission ("FCC") for low power television station W23AY, York, Pennsylvania ("W23AY" or the "Station").

WHEREAS, Buyer desires and agrees to acquire the CP for the Station, and Seller desires and agrees to assign the CP to Buyer on the terms herein.

WHEREAS, the prior written consent of the FCC must be requested, and obtained, before the CP may be assigned to Buyer.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Seller agrees to assign and transfer the CP to Buyer, subject to the FCC granting its consent to such assignment, in consideration of Buyer paying Seller the cash sum of Ten Thousand (\$10,000.00) (the "Purchase Price"). The parties recognize that the amount that Buyer may lawfully pay to Seller in consideration of the assignment of the CP may not exceed the amount that the FCC approves as representing reimbursement of Seller's legitimate and prudent expenses incurred in acquiring the CP. Accordingly, in the event the FCC determines that the maximum amount that Buyer may pay to Seller in consideration of the assignment of the CP is less than the Purchase Price specified herein, Seller shall notify Buyer within ten (10) days of the issuance of a ruling by the FCC specifying an amount less than the Purchase Price as the maximum amount that Buyer may lawfully pay to Seller in consideration of the assignment of the CP as to whether it will accept such lesser amount (the "Adjusted Purchase Price") as full payment for assignment of the CP. If Seller notifies Buyer that it will accept the Adjusted Purchase Price, the transaction contemplated herein will be closed, with Buyer paying Seller the Adjusted Purchase Price. If Seller notifies Buyer that it will not accept the Adjusted Purchase Price, this agreement will terminate and the parties shall have no further obligation or liability hereunder.

2. The parties acknowledge that the CP cannot be assigned from Seller to Buyer without the prior consent of the FCC. Buyer and Seller agree to join and cooperate in preparing an application to the FCC for consent to such assignment. Each

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party will be responsible for preparing its own section of the application at its own expense. The application will be submitted to the FCC within ten (10) days after the date of this Agreement.

3. Both parties shall prosecute the assignment application in good faith, including promptly providing any additional information which the FCC requests or requires; and neither party shall knowingly take any action or fail to take any action that would jeopardize FCC approval of the assignment except pursuant to its right of termination under this Agreement. This Paragraph shall not be construed as requiring either party to take any action, or incur any expense, to respond to any challenge to the assignment application which may be filed by any private party; provided, however, that if Buyer elects to respond to any such challenge, Seller will fully cooperate with Buyer in making such response at Buyer's sole expense.

4. If the FCC designates the assignment or any other application pertaining to the Station for hearing at any time for any reason, or if the FCC has not granted the assignment application within one (1) year after it is filed, or if the grant of the application has not become final in the sense that it is no longer subject to administrative or judicial review within eighteen (18) months after it is filed, then either party may dismiss the application without liability to the other. Effective upon such dismissal, the obligations to acquire and assign the CP shall cease.

5. Seller warrants to Buyer that the CP is valid and in full force and effect as of the date of this Agreement and will be valid and in full force and effect on the Closing Date, that the CP currently expires on April 23, 1992 and that the document attached hereto as Exhibit 1 is a true and correct copy of the CP. In addition, if the CP lapses or becomes void at anytime for any reason prior to the Closing, Buyer shall have the right to terminate this Agreement, but without prejudice to any right it may have against Seller if the loss of the CP is due to Seller's breach of this Agreement.

6. Buyer warrants to Seller that he knows of no reason why the FCC will not find him qualified to hold a construction permit or license for a low power television station.

7. Closing on the assignment shall be held within ten (10) days after an FCC action granting the assignment application has become final in the sense referred to in Paragraph 5 hereof, or at such earlier date following FCC action granting the assignment application that the parties might mutually agree upon. Closing shall be held at a time and place mutually agreeable to the parties, and in the absence of agreement, at the offices of

Arent, Fox, Kintner, Plotkin & Kahn at 10:00 a.m. on the fifth (5th) business day after an FCC action granting the assignment application has become final.

8. At the Closing:

a. Seller shall assign and convey to Buyer, and shall execute any documents required to do so: the FCC CP for the Station, any other governmental authorizations associated with the Station, any and all rights it has to the call sign W23AY.

b. Buyer shall pay Seller the Purchase Price, or Adjusted Purchase Price, if applicable, by certified or cashier's check or wire transfer.

9. In the event either party breaches its obligations hereunder and, as a result of such breach, the transaction provided for herein is not consummated, if the other party is not also in material breach of its obligations hereunder, the breaching party shall pay the other party the sum of \$1,000 as liquidated damages to compensate the other party for any loss or damages that it might have suffered as a consequence of the breach. The parties acknowledge the unique value of W23AY and agree that, consequently, as an alternative to recovering liquidated damages from Seller in the event of a breach of this Agreement by Seller, Buyer shall have the right to seek an order of specific performance from a court of competent jurisdiction to compel Seller's performance under this Agreement.

10. In the event of a lawsuit by either party to enforce its rights against the other under this Agreement, the prevailing party shall be entitled to payment of its reasonable attorneys' fees by the losing party.

11. Compliance by Seller with Paragraph 8(a) above shall be a condition precedent to Buyer's obligation to proceed at the Closing. Compliance with Paragraph 8(b) above shall be a condition precedent to Seller's obligation to proceed at the Closing.

12. Prior to the Closing, control of the Station shall be the sole right and responsibility of Seller. After the Closing, control and operation of the Station shall be the sole right and responsibility of the Buyer.

13. Any notices under this Agreement shall be effective if given by first class or more rapid class of United States mail, postage prepaid, and evidenced by a postal delivery receipt (certified mail or otherwise), addressed as follows:

If to Seller: Raystay Co.

P.O. Box 38
Carlisle, PA 17013

Attn: Lee Sandifer

If to Buyer: Dennis Grolman
1902 Woodland Road
York, PA 17403

With Copy to: Peter Tannenwald, Esq.
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N. W.
Washington, DC 20036-5339

or to such other address as either party may specify from time to time. Notice shall be effective three (3) days after mailing.

14. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior written or oral agreements or understandings, and may be amended only in writing executed by the party against which enforcement is sought.

15. This Agreement may be executed in one or more counterparts, each of which shall constitute an original with full force and effect and all of which shall constitute one and the same Agreement.

16. This Agreement shall be construed to be consistent with the Rules, Regulations, policies, and orders of the FCC. Except where governed by federal law, this Agreement shall be construed in accordance with the laws of the State of Pennsylvania applicable to transactions conducted entirely within that state.

17. The individual executing this Agreement on behalf of Seller warrants that he (she) is duly authorized to represent and to bind Seller and that Seller has taken all necessary corporate action required to make this Agreement legally binding on it. Buyer warrants that he knows of no reason why, upon executing this Agreement, he is not legally bound by it.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date hereinabove first written.

RAYSTAY CO.

GROSAT BROADCASTING, INC.

By: _____

By: _____